

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 07-11-61084

HUD# 07-11-0683-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENT

REDACTED

REDACTED

REDACTED

COMPLAINANT

MARY CHAPMAN

Commissioner

Iowa Civil Rights Commission

400 East 14th Street

Des Moines, Iowa 50319

AND

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

Description of the Parties: Complainant is a member of the Iowa Civil Rights Commission. Complainant alleged Respondent failed to provide a reasonable accommodation by refusing to waive his “no animals” policy for a service animal and this constituted a denial of rental housing based on disability. In Respondent’s written response to the complaint, Respondent acknowledged, “Until I received this complaint, I did not know what a service dog was.” Respondent owns or manages the subject property located at REDACTED.

A complaint having been filed by Complainant against Respondent with the Iowa Civil Rights Commission (hereafter referred to as the Commission) under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

Acknowledgment of Fair Housing Law

1. Respondent agrees there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under Iowa Code Chapter 216; or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing

under Iowa Code Chapter 216; or because of lawful opposition to any practice forbidden under Iowa Code Chapter 216.

2. Respondent agrees to refrain from committing any act of discrimination in the terms, conditions or privileges of sale or rental of a dwelling or in the provision of services or facilities on the basis of race, color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status, in violation of Iowa Code Chapter 216.

3. Respondent acknowledges Federal and State Fair Housing Laws make it unlawful discriminate in the sale or rental or otherwise make unavailable or deny a dwelling to a buyer or renter because of a disability.

42 U.S.C. 3604(f)(1)(a); Iowa Code § 216.8A(3).

4. Respondent acknowledges Federal and State Fair Housing Laws make it unlawful to refuse to make reasonable accommodations in rules, policies, practices, or services, when the accommodations are necessary to afford the person with a disability an equal opportunity to use and enjoy a dwelling. 42 U.S.C. 3604(f)(3)(b); Iowa Code § 216.8A(3)(c)(2).

Voluntary and Full Settlement

5. The parties acknowledge this Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.

6. The parties enter into this Predetermination Settlement Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in her complaint are not fully meritorious.

7. The parties agree the execution of this Predetermination Settlement Agreement may be accomplished by separate counterpart executions of this Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.

8. Respondent agrees the Commission may review compliance with this Settlement Agreement. And as part of such review, Respondent agrees the Commission may examine witnesses, collect documents, or require written reports.

Disclosure

9. The parties agree the Commission may disclose the terms of this Agreement so long as the Commission does not disclose the identity of Respondent.

Release

10. Complainant hereby waives, releases, and covenants not to sue Respondent with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, subject to performance by Respondent of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

Fair Housing Training

11. Respondent **REDACTED** acknowledges he has read and understands the following HUD-approved training materials provided to him by the Commission:

a. "A Comparative Study: Service Animals and Emotional Support Animals under the Fair Housing Act and the Americans with Disabilities Act &

An Overview of Assistance Animal Laws of Select States,” by University of Iowa Clinical Law Program, Student Legal Interns Thomas R. Cross, Jill D. Sechser, Joshua W. Newman, Jiajun Zhu; and Professor Leonard A. Sandler (April 18, 2010).

b. “Power Point Training on Service Animals in Housing and Public Accommodations” at:
<http://www.state.ia.us/government/crc/docs/Service%20Animals%20PowerPoint.pdf>

c. “Power Point Training on Fair Housing” at:
<http://www.state.ia.us/government/crc/docs/Fair%20Housing%201.1.ppt>

d. “A Consumer’s Guide to Fair Housing” at:
http://www.state.ia.us/government/crc/docs/ConsumersGuidetoFairHousing_May11.pdf

e. “A Contractor’s Guide to Fair Housing” at:
<http://www.state.ia.us/government/crc/docs/housingguide4contractors.pdf>

f. “ICRC Factsheet: Service and Emotional Support Animals under the Fair Housing Act and the Americans with Disabilities Act” at:

<http://www.state.ia.us/government/crc/docs/Factsheet%20Service%20Animals.pdf>

Respondent maintains he has studied and understands the information presented at the following website regarding fair housing law and the obligation of housing providers to make reasonable accommodations for persons with disabilities.

a. “Service Dog Central,” a community of service dog partners and trainers working together to bring to the public their combined knowledge about service dogs at:

: <http://www.servicedogcentral.org/content/>

New Policy and Practice

12. Respondent acknowledges their obligation under State and Federal Fair Housing Laws to waive their no-pet policy as a reasonable accommodation when necessary to permit an

individual with a disability equal opportunity to use and enjoy a dwelling. Assistance animals categorized as either service animals or emotional support animals are not considered pets under the Fair Housing Act and cannot be subjected to pet rules, pet fees or pet deposits. Respondent

acknowledges waiving a no-animal policy for a service animal or emotional support animal qualifies as a reasonable accommodation if the animal is needed to assist an individual with a disability.

Under State and Federal Fair Housing Laws, waiving a no-pet policy qualifies as a reasonable accommodation for an assistance animal if the animal provides assistance or performs tasks for the benefit of the individual with a disability, such as guiding visually impaired individuals, alerting hearing impaired individuals to sounds and noises, providing protection or rescue assistance, pulling a wheelchair, seeking and retrieving items, alerting individuals to impending seizures, and providing emotional support to persons who have a disability need for such support.

Landlords cannot restrict the type of dog, size or weight of assistance animals and cannot require special tags, equipment, certification or special identification of assistance animals.

13. For all residential rental properties owned and managed, now and in the future, Respondent agrees, within thirty (30) days of the execution of this Settlement Agreement, to adopt and implement specific, uniform, and objective written standards and procedures for receiving and handling requests made by people with disabilities for reasonable accommodation. These standards shall comply with the requirements of Iowa Code Chapter 216 and 42 U.S.C. §§ 3601 et seq., and include the following provisions:

Respondent shall inform all applicants and occupants that they may request reasonable accommodations of Respondent's rules, policies, practices, and services. Prior to lease execution, if prospective tenants inquire about reasonable accommodations, Respondent shall inform them of their ability to seek reasonable accommodations. Respondent shall use the following forms:

- Request for Reasonable Accommodation (Attachments 1 and 2), and
- Approval or Denial of Reasonable Accommodation Request

(Attachment 3)

Oral requests for reasonable accommodations shall be recorded by Respondent's employees or agents using the "Request" form, Attachment 2.

Respondent shall keep written records of each request for reasonable accommodation. These records shall include:

- Name, address, and telephone number of the person making the request;
- Date request received;
- Nature of request;
- Whether request granted or denied; and
- If denied, reason(s) for the denial.

Upon adopting specific, uniform, and objective written standards and procedures for receiving and handling requests made by people with disabilities for reasonable accommodations, Respondent shall provide written notice of those standards and procedures to each current and future tenant who has requested an accommodation, in a form substantially equivalent to Attachment 4.

Review of Tenant Files

14. Respondent agrees to review all current tenant files to determine whether their employees or agents appropriately handled past requests for reasonable accommodations in accordance with the requirements of Iowa Code Chapter 216 and 42 U.S.C. §§ 3601 et seq. If errors were made in the handling of past requests for reasonable accommodations, Respondent shall promptly correct those errors by notifying the affected tenants, granting the requests for reasonable accommodations, and refunding any monies unlawfully collected for pet fees or deposits.

Within ninety (90) days of the execution of this Settlement Agreement, Respondent shall report all errors to the Commission, as well as all actions taken to correct those errors, to the attention of Don Grove, Supervisor of Investigations. For each error, Respondent shall provide:

- Name, address, and telephone number of affected tenant;
- Date of request for reasonable accommodation;
- Nature of request;
- Date affected tenant notified of error; and
- Nature of action taken to correct error.

Fair Housing Poster

15. Respondent agrees to place the federal Fair Housing Poster (English and Spanish) in each of his rental or leasing offices in a conspicuous location, easily viewable to tenants and prospective tenants.

Respondent also agrees to send documentation to the Commission, verifying the posters have been placed, to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of receiving a Closing Letter from the Commission.

Future Advertising

16. Instead of stating “no pets” in his advertisements for residential rental units, Respondent agrees to state “No pets allowed unless assistance animals for persons with disabilities.” The above stated alternative language will be used in all future advertising in newspapers, pamphlets, brochures, other promotional literature, and on any Internet website.

Respondent also agrees to send a copy of their first advertisement with the above stated language to the Commission to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of distributing the advertisement.

REDACTED, RESPONDENT

Date

Mary Chapman, COMPLAINANT

Date

Beth Townsend, DIRECTOR

Date

IOWA CIVIL RIGHTS COMMISSION

Attachment 1

Request for Reasonable Accommodation

If you, a member of your household, or someone associated with you has a disability, and feel that there is a need for a reasonable accommodation for that person to fully enjoy the premises or have equal opportunity to use and enjoy a dwelling unit or the public or common use areas, please complete this form and return it to your Apartment Manager. Check all items that apply and explain fully. The Apartment Manager will assist you in completing this form, and will answer this request in writing within two weeks (or sooner if the situation requires an immediate response).

Name of Tenant or Applicant: _____

Today's Date: _____

Signature of Tenant or Applicant: _____

The person who has a disability requiring a reasonable accommodation is:

☐ Me

☐ A person associated or living with me

Name of person with disability: _____

Address: _____

Telephone: _____

I am requesting the following change(s) in rule, policy, or practices so that I and persons associated or living with me can live here with equal opportunity to use and enjoy the premises.

I need the following change(s):

I need this reasonable accommodation because:

Requester

Date

Apartment Manager

Date

Attachment 2

Request for Reasonable Accommodation

[To be completed by Apartment Manager if Requester cannot or will not complete written form.]

On _____, the undersigned Tenant or Applicant orally requested a reasonable accommodation. He/she requested the following change(s) in rule, policy or practices:

Signature of Tenant or Applicant: _____

Name of Tenant or Applicant: _____

Address: _____

Date: _____

I, the undersigned, Apartment Manager of _____ Apartments:

☐ Gave the Tenant or Applicant the form, "Request for Reasonable Accommodation" and offered to assist in completing the form.

☐ Granted the request.

☐ Explained the request could not be evaluated until the following additional information is provided.

Apartment Manager

Date

Attachment 3

Approval or Denial of Reasonable Accommodation Request

Dear: _____

Address: _____

On _____, you requested the following reasonable accommodation:

We have reviewed your request and we have decided:

☐ To approve your request. We will make the following change(s) in rule, policy or practices:

Date change(s) will be made: _____

☐ To deny your request. We denied your request because:

In making this denial decision, we relied on information provided by the following people or documents:

†To seek further information from you about your request. We cannot approve or deny your request without additional information or documentation. Please provide:

Apartment Manager	Date
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Attachment 4

Reasonable Accommodation Policy for Persons with Disabilities

If a tenant or someone associated with a tenant has a disability, he/she may request a reasonable accommodation. Accommodations in rules, policies, practices, or services may be made when such accommodations may be necessary to afford such person equal opportunity to use and enjoy a dwelling.

It is preferred that all requests for reasonable accommodations be submitted in writing to the Apartment Manager. Forms to request reasonable accommodations are available in the rental or

leasing office. If a tenant or household member has difficulty completing the form, the Apartment Manager will assist him/her. Oral requests for reasonable accommodations will be recorded and processed in accordance with this policy.

Within fourteen (14) days of receiving the request for reasonable accommodation, the Apartment Manager will notify the person making the request whether the request was granted or denied, or whether additional information is needed before a decision can be made. If the request is denied, the Apartment Manager will include an explanation in the written notification.

If the request is denied, the affected tenant or household member may contact the Iowa Civil Rights Commission or the U.S. Department of Housing and Urban Development.

Iowa Civil Rights Commission

400 East 14th Street

Des Moines, Iowa 50319

515-281-4121 or 800-457-4416

U.S. Department of Housing and Urban Development

Office of Fair Housing & Equal Opportunity

400 State Avenue

Gateway Tower II

Kansas City, Kansas 66101

913-551-6958 or 800-743-5323